

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 36		
2. CONTRACT NO.		3. SOLICITATION NO. N00178-06-R-1041		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 31 Jul 2006		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NSWCDD ATTN: T. ASHTON, XDS11J THERESA.ASHTON@NAVY.MIL 17320 DAHLGREN ROAD DAHLGREN VA 22485 TEL: FAX:				CODE N00178		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME THERESA ASHTON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (540) 284-0707			C. E-MAIL ADDRESS theresa.ashton@navy.mil			
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 3	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			4 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			7 - 12	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			13	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			15 - 16					
X	G	CONTRACT ADMINISTRATION DATA			17 - 18	X	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			19	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		<input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
24. ADMINISTERED BY (If other than Item 7)						CODE		25. PAYMENT WILL BE MADE BY		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA		28. AWARD DATE		
TEL: EMAIL:						(Signature of Contracting Officer)				

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

- FAR 52.212-4
- FAR 52.213-2
- FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “SUBMIT TO” address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original of each invoice to the address shown below.

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
VENDOR PAY (CODE XDM10)
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

SECTION B

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		Lot		\$	\$
	Design Review Conference – The contractor shall provide the labor and materials required to host a design review conference for the TRAP T360 at their facility per C.1 of the SOW.				
0002		Lot		\$	\$
	Pre-Build Design – The contractor shall provide the labor and materials to develop mechanical, electrical, and software designs for the TRAP T360 platform and compatible accessories per C.2 of the SOW				
0003		Lot		\$	\$
	Pre-Production Build – The contractor shall provide the labor and materials to assemble two (2) pre-production prototypes of the TRAP T360 system consistent with the specifications in C.2 and to the specific deliverable configuration of C.2.4.1 of the SOW.				
0004		Lot		\$	\$
	System Firmware Validation – The contractor shall provide the labor and materials to perform a full functional validation of all components of the two (2) TRAP T360 systems of CLIN 0003 and verify performance as defined in C.2 of the SOW.				
0005		Lot		\$	\$
	Preliminary Environmental Testing – The contractor shall provide the labor and materials to test the TRAP T360 systems of CLIN 0003 as outlined in C.2.1.1 and C.2.1.2 (operation and storage temperature), C.2.1.8 (shock/vibration), C.2.1.5 (water intrusion), and C.2.1.11 (EMI/RFI) of the SOW, to establish a performance baseline.				
0006		Lot		\$	\$
	Production Ready Build – The contractor shall provide the labor and materials to assemble two (2) production-ready TRAP T360 systems consistent with the specifications of C.2 and to the specific deliverable configuration of C.2.4.2 of the SOW. The contractor shall provide the labor and materials to retrofit the two (2) TRAP T360 pre-production units of CLIN 0003 to the same configuration as the production-ready units based on the results of testing performed for CLIN 0004 and 0005. The contractor shall provide the labor and materials to supply four (4) COTS Operator & Maintenance Manuals (O&M) and four (4) Tactical Manuals for the TRAP T360 system.				
0007		Lot		\$	\$

Packaging Evaluation – The contractor shall provide the labor and materials to perform a packaging study for the TRAP T360 system per the requirements of C.3 of the SOW.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Lot			\$	\$
	Image Stabilization Integration – The contractor shall provide the labor and materials to integrate image stabilization hardware and software into the TRAP T360 per the requirements of C.4 of the SOW. The contractor shall supply the labor and materials to include this effort in the systems delivered in CLIN 0006 (including modifications to the systems delivered in CLIN 0003).				

Additional Systems in accordance with the SOW – The Government shall retain the right to purchase additional systems of the configuration specified in C.2.4.2 of the SOW to support additional user evaluations.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Additional TRAP system	1	ea.	\$	\$
ITEM NO 0010 OPTION	Additional TRAP system	1	ea.	\$	\$
ITEM NO 0011 OPTION	Additional TRAP system	1	ea.	\$	\$
ITEM NO 0012 OPTION	Additional TRAP system	1	ea.	\$	\$
ITEM NO 0013 OPTION	Additional TRAP system	1	ea.	\$	\$
ITEM NO 0014 OPTION	Additional TRAP system	1	ea.	\$	\$

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar

amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

SECTION C

Background – This Statement of Work sets forth the requirements for continued development and procurement of the Telepresent Rapid Aiming Platform (TRAP) to support safety and environmental testing and user assessments. The Government does not own data rights to the TRAP system and cannot provide a technical data package to support this effort. All hardware developed and produced by the contractor for this effort must be 100% compatible with existing Government-owned TRAP equipment.

C.1 Design Review Conference - The contractor shall provide the labor and materials required to host a design review conference at their facility.

C.1.1 Specific Deliverables include:

C.1.1.1 A Specification Sheet describing all the functional, operational, and environmental specifications of the TRAP T360 platform and its accessories.

C.1.1.2 A System Configuration Document describing the user-defined configurations.

C.1.1.3 3-D computer models of the TRAP T360 system.

C.2 TRAP T360 System Specifications - The TRAP T360 systems delivered under Section B CLIN 0003 and 0006 shall conform to the following specifications.

C.2.1 Environmental

C.2.1.1 The TRAP T360 shall operate with no evidence of damage or failure in conditions of **High Temperature** per MIL-STD-810F, Method 501.4.

C.2.1.1.1 The system shall be tested as prescribed in Procedure I - Storage; 24 hour cycle per Table 501.4-II, 35°C to 71°C, 4 cycles (96 hours).

C.2.1.1.2 The system shall be tested as prescribed in Procedure II – Operation; 24 hours at 65°C constant temperature.

C.2.1.2 The TRAP T360 shall operate with no evidence of damage or failure in conditions of **Low Temperature** per MIL-STD-810F, Method 502.4.

C.2.1.2.1 The system shall be tested as prescribed in Procedure I – Storage; 24 hours at -40°C constant temperature.

C.2.1.2.2 The system shall be tested as prescribed in Procedure II – Operation; stabilized at -12°C constant temperature.

C.2.1.3 The unpackaged TRAP T360 system shall operate with no evidence of damage or failure in conditions of **Humidity** per MIL-STD-810F, Method 507.4.

C.2.1.3.1 The system shall be tested with five 48-hour cycles. Functional tests shall be performed during the 20°C intervals and at the conclusion of the test cycles.

C.2.1.4 The TRAP T360 system shall operate with no evidence of damage or failure in conditions of **Solar Radiation (Sunshine)** per MIL-STD-810F, Method 505.4.

C.2.1.4.1 The system shall be tested as prescribed in Procedure I – Cycling (heating effects), Diurnal cycle A1 (Worldwide deployment), three cycles.

C.2.1.5 The TRAP T360 system shall operate with no evidence of damage or failure in conditions of **Rain** per MIL-STD-810F, Method 506.4.

C.2.1.5.1 The system shall be tested as prescribed in Procedure I – Rain and Blowing Rain, duration no less than 60 minutes, rainfall rate of 4 inches per hour with a droplet size between 0.5mm and 4.5mm in diameter, wind speed of 40 mi/hr.

C.2.1.6 The TRAP T360 system shall operate with no evidence of damage or failure in conditions of **Sand and Dust** per MIL-STD-810F, Method 510.4.

C.2.1.6.1 The system shall be tested as prescribed in Procedure II Blowing Sand. Conditions shall consist of 6 hours @ 10.6 g/min, 23°C, 1750 ft/min, <30% RH, 16 hours @ no added dust, 71°C, 300 ft/min, <30% RH, and 6 hours @ 10.6 g/min, 23°C, 1750 ft/min, <30% RH. Optical lenses shall be covered during the blowing sand exposure.

C.2.1.7 The TRAP T360 system shall operate with no evidence of damage or failure after exposure to conditions of **Vibration** per MIL-STD-810F, Method 514.5.

C.2.1.7.1 The system shall be tested as prescribed in Procedure II – Loose Cargo Transportation, Annex A 2.2.2 Category 5 – Truck/Trailer/Tracked – loose cargo.

C.2.1.8 The TRAP T360 system shall operate with no evidence of damage or failure after exposure to conditions of **Shock** per MIL-STD-810F, Method 516.5.

C.2.1.8.1 The system shall be tested as prescribed in Procedure I – Functional Shock, as outlined in Table 516.5-II. Minimum peak g's shall be 20 and Nominal Duration shall be 11 ms per note 2 for material mounted in trucks. The system shall have an M240 and full can of 200 weighted dummy rounds installed for the test.

C.2.1.8.2 The system shall be tested as prescribed in Procedure IV – Transit Drop, 26 drops per case per specifications in Table 516.5-VI Transit drop test.

C.2.1.9 The TRAP T360 system shall operate with no evidence of damage or failure after exposure to conditions of **Ice/Freezing Rain** per MIL-STD-810F, Method 521.2.

C.2.1.9.1 The system shall be tested as prescribed in Procedure I – Glaze ice, accumulation up to 13mm.

C.2.1.10 The TRAP T360 system shall demonstrate compatibility with acceptable **Radiated Emissions (EMRO)** per MIL-STD-461E, Method RE102.

C.2.1.10.1 The system shall be tested as prescribed in 5.16, 10kHz to 1 GHz; Limits per Fig. RE102-4 for ground applications.

C.2.1.11 The TRAP T360 system shall operate with no evidence of damage or failure in conditions of **Radiated Electric Field Susceptibility (EMI)** per MIL-STD-461E, Method RS103.

C.2.1.11.1 The system shall be tested as prescribed in 5.19, limits set by Table VII Ground (Army) limit level (50 V/m).

C.2.1.12 The TRAP T360 shall be designed with consideration to **Nearby Lightning Effects (NLE)** as specified in MIL-STD-464A, section A5.4, Table 2B. Special consideration shall be given to protecting the system operator and nearby personnel from electrical shock.

C.2.1.13 The TRAP T360 shall be designed with consideration to **Personnel Electrostatic Discharge (PESD)** as specified in MIL-STD-464A, section A5.7. Special consideration shall be given to protecting the system operator and nearby personnel from electrical shock.

C.2.2 Compatibility

C.2.2.1 The TRAP T360 shall be compatible with the following equipment:

D-AS-1962	Tactical Control Unit (TCU)
D-AS-2040	Junction box (standard)
D-AS-2318	Junction box (slew-to-cue)
D-AS-1966	Delta tactical tripod
D-AS-1352	5m Control cable
D-AS-1471-5	100m Control cable with reel
D-AS-2256	Daylight optic w/26x zoom
D-AS-2293	2x Optics booster
D-AS-2288	3x Optics booster
D-AS-1447-1	Trigger actuator
D-AS-2185	Safety actuator (M240/M249)
D-AS-2083	Quad-X network security console
D-AS-2161	NATO Vehicle mount adapter
D-AS-1399-1	24V Vehicle power adapter
D-AS-1792	400W AC Power supply

C.2.2.2 The TRAP T360 shall be compatible with the following equipment:

SLM-000-A1	SLAM-R Laser Range Finder
------------	---------------------------

C.2.2.3 The TRAP T360 shall support operation with the U3000 and U6000 family of un-cooled Mini Micro Bolometer (MMB) optics.

C.2.3 The TRAP T360 shall mount to a 2 inch diameter NATO pintle affixed on a NATO military ring mount with use of supplied adapter.

C.2.4 The TRAP T360 shall mount to a standard M3 or M122 tripod via D-AS-2156 adapter.

C.2.5 The TRAP T360 shall be equipped with all hardware required to operate the system with an M82/M107 Barrett .50 caliber rifle and a M240B/G medium machine gun, including weapon adapter, trigger actuator, and weapon safety actuator specified in C.2.2.1.

C.2.3 Features/Performance

C.2.3.1 The TRAP T360 shall not degrade the accepted capabilities/accuracy of the stand alone weapon system (see C.2.5) by more than 10%.

C.2.3.1.1 The system shall be tested with the weapons of C.2.5 at a range of 100m. The weapons will be fired from the TRAP T360 and from the prone position with bipod (M82/M107) or M3 tripod with T&E (M240B/G) with the same supply of ammunition, same weapon, same weather conditions, and same shooters experienced and trained in their use. A statistically significant number of rounds will be fired in groups of ten shots for each condition and the average extreme spread will be compared.

C.2.3.2 The TRAP T360 shall possess a remote electro-mechanical safe/arm actuator (per C.2.2.1) inherent to the weapons per C.2.5. No electronic single point of failure will cause an inadvertent firing of the weapon.

C.2.3.3 The TRAP T360 shall allow use of the laser range finder (LRF) specified in C.2.2.2.

C.2.3.3.1 The system shall allow full control of the LRF remote operable functions via the interface specified in C.2.2.1.

C.2.3.3.2 The system shall allow the operator to initiate a range query to a target and shall display the range on the interface display.

C.2.3.3.3 The system shall utilize range data from the LRF to allow the electronic aiming reticle to adjust for ballistic drop of ammunition types commonly available for the weapons specified in C.2.5.

C.2.3.3.3.1 The system shall allow for manual input of range to target to perform the functions of C.2.3.3.2 in the event that the LRF is unavailable or inoperable.

C.2.3.3.3.2 The system shall allow the operator to designate the combination of weapon and ammunition currently being used and compensate for ballistic drop accordingly.

C.2.3.3.3.3 The system shall utilize a visual cue to the operator in the event that the selected optic does not have the required vertical field of view to display the proper hold-over to adjust the aiming reticle for ballistic drop with the selected weapon, ammunition, and range to target.

C.2.3.3.3.4 The system shall perform ballistic compensation to within 5% of the drop listed for the given zero and target ranges for the selected weapon and ammunition as compared to available Government firing tables out to the published maximum effective range of the weapon versus point and area targets while mounted on a bipod or tripod with T&E as appropriate to the weapon. The system shall utilize a visual cue to the operator in the event that the range to the target exceeds the maximum effective range of the mounted weapon versus a point target for such an engagement.

C.2.3.4 The TRAP T360 shall be capable of operating in a nuclear, biological, and chemical (NBC) environment. The system shall cost-effectively survive NBC decontamination with household bleach and hot soapy water. The system shipping/storage containers shall be NBC decontaminable.

C.2.3.5 The TRAP T360 operational reliability must provide the operator the capability of a 95% (threshold, 99% objective) probability of acquiring and engaging a man-sized target out to the maximum effective range of the weapon for 200 rounds without experiencing a system abort.

C.2.3.6 The TRAP T360 shall have the ability for continuous 360° rotation

C.2.3.6.1 The system shall possess mechanical lockouts to allow the user to restrict the azimuth range of motion to a specific range with minimum lockout resolution of 15°.

C.2.3.6.2 The rotation sensor feedback and motion control shall possess the “move to angle” and velocity control features developed for the 360° modular T250 drive under contract N00178-04-C-1031 CLIN 0021 for PRI part #D-AS-2179.

C.2.3.7 The TRAP T360 chassis shall allow for a minimum of 15° of depression and 45° of elevation of the weapon cradle.

C.2.3.7.1 Elevation ranges for individual weapons may require a reduced range to prevent interference with the weapon and the tripod/vehicle to which the TRAP system is mounted. The system shall automatically adjust the allowed elevation range to correspond to the weapon selected by the user per C.2.3.3.3.2. Minor modification to the

weapon (such as installation of a M240C buffer kit to the M240B/G MMG) to increase the weapon-specific elevation range is allowed provided that the modification can be performed and reversed completely within 5 minutes without use of special tools.

C.2.4 Deliverable Configuration

C.2.4.1 The TRAP T360 systems delivered per Section B CLIN 0003 shall include the following components per system:

D-AS-2349	T360 Remote platform
D-AS-2346	TWS-13 adapter cable
D-AS-2345	SLAM-R adapter cable
D-AS-2256	Daylight optic w/26x zoom
D-AS-1352	5m Control cable
D-AS-2161	NATO Vehicle mount adapter
D-AS-1399-1	24V Vehicle power adapter
D-AS-1792	400W AC Power supply
D-AS-1565	TRAP tool kit
D-AS-1476	M240B/G Weapon adapter with D-AS-1447-1 trigger actuator
D-AS-2185	Safety actuator (M240/M249)
D-AS-0544	M82/M017 Weapon adapter with D-AS-1447-1 trigger actuator
D-AS-2348	Safety actuator (M82/M107)
D-AS-1547	Ammo can bracket
D-AS-1966	Delta tripod
D-AS-2347	100m cable with reel and battery compartment
	Power & video cable for external LCD monitor (not included)

C.2.4.2 The TRAP T360 systems delivered per Section B CLIN 0006 and 0009 shall include all items listed in C.2.4.1 plus the following components per system:

D-AS-1962	TC - TRAPcontroller
D-AS-2040	Junction box
D-AS-2351	Battery supply unit – T360
	2m TC cable
	Tactical manual
	Operation & Maintenance manual

C.3 Packaging Evaluation

C.3.1 The contractor shall host a design meeting to establish customer requirements for packaging the items listed in C.2.4.1, C.2.4.2, and any other GFE optics or equipment to be packaged with the T360 system.

C.3.2 The contractor shall develop a packaging proposal for review by the customer. The proposal must include reusable shipping and storage containers compatible with the requirements of C.2.1 and deployment options for transporting the system components when not in the shipping and storage containers.

C.3.3 The packaging design of the shipping and storage containers shall use MIL-STD-129P for guidance regarding standard practices for marking and identification.

C.3.4 Shipping and storage containers shall be able to be carried by two individuals and shall be able to be shipped by common commercial carriers (e.g. UPS, FedEx, DHL).

C.3.5 Actual packaging materials for the TRAP T360 systems are not included.

C.3.6 Specific Deliverables include:

C.3.6.1 Hard/electronic copy of the report/proposal from C.3.2 to include a ROM cost estimate for procurement of said design.

C.4 Image Stabilization Integration

C.4.1 The contractor shall provide the materials and labor to integrate the image stabilization hardware and firmware for the TRAP T-250D into the T360 to enhance user awareness in vehicle-mounted conditions.

C.4.1.1 The design shall leverage COTS image stabilization hardware (e.g. “Stable Eyes” from Ovation Systems LTD.) to reduce the apparent shock/vibration visible in the analog NTSC video stream from attached TRAP optics.

C.4.1.2 The digital aiming reticle shall possess a “cone of fire” circular indicator that changes size based upon the level of stabilization being produced by the image system. The indicator shall encompass the 95% probable cone of fire of the attached weapon based on nominal statistics for the dispersion of the weapon and ammunition being used.

C.4.1.2 The system shall not induce real-time delay (lag) in the video response that is perceptible to the average user.

C.4.2 Specific Deliverables include:

C.4.2.1 Hardware/firmware installed on the four (4) systems of CLIN 0003 and 0006 at the time of delivery.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DESTINATION	GOV'T	DESTINATION	GOV'T
0002	DESTINATION	GOV'T	DESTINATION	GOV'T
0003	DESTINATION	GOV'T	DESTINATION	GOV'T
0004	DESTINATION	GOV'T	DESTINATION	GOV'T
0005	DESTINATION	GOV'T	DESTINATION	GOV'T
0006	DESTINATION	GOV'T	DESTINATION	GOV'T
0007	DESTINATION	GOV'T	DESTINATION	GOV'T
0008	DESTINATION	GOV'T	DESTINATION	GOV'T
0009	DESTINATION	GOV'T	DESTINATION	GOV'T
0010	DESTINATION	GOV'T	DESTINATION	GOV'T
0011	DESTINATION	GOV'T	DESTINATION	GOV'T
0012	DESTINATION	GOV'T	DESTINATION	GOV'T
0013	DESTINATION	GOV'T	DESTINATION	GOV'T
0014	DESTINATION	GOV'T	DESTINATION	GOV'T

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	6 Months After Award of Contract	Lot	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: Brian McConnell, G31	N00178
0002	Same as previous CLIN			
0003	Same as previous CLIN			
0004	Same as previous CLIN			
0005	Same as previous CLIN			
0006	Same as previous CLIN			
0007	Same as previous CLIN			
0008	Same as previous CLIN			
0009	Option to be exercised within 18 months of award of contract, with a 90 day delivery timeframe	Lot	Same as above	Same as above
0010	Option to be exercised within 18 months of award of contract, with a 90 day delivery timeframe	Lot	Same as above	Same as above
0011	Option to be exercised within 18 months of award of contract, with a 90 day delivery timeframe	Lot	Same as above	Same as above
0012	Option to be exercised within 18 months of award of contract, with a 90 day delivery timeframe	Lot	Same as above	Same as above
0013	Option to be exercised within 18 months of award of contract, with a 90 day delivery timeframe	Lot	Same as above	Same as above
0014	Option to be exercised	Lot	Same as above	Same as above

within 18 months of award
of contract, with a 90 day
delivery timeframe

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

[] Procuring Contracting Officer (PCO):

- (a) Name:
Address:
Code:
Phone: FAX:
E-mail:

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

[] Contract Specialist:

- (a) Name: Theresa Ashton
Naval Surface Warfare Center
Dahlgren Division
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Code: XDS11J
Phone: (540) 284-0707; FAX: (540) 653-7088
E-mail: theresa.ashton@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

[] Administrative Contracting Officer (ACO)

- (a) Name: [*]
Address: [*]
Phone: [*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

[] **Technical Point of Contact (TPOC)**

- (a) Name:
Address: [*]
Phone: [*]; FAX: [*]
E-mail: [*]

(b) The TPOC is the PCO's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) as/if specified in the contract as well as the inspection and acceptance of all contract deliverables.

[] **Paying Office**

- (a) Name: [*]
Address: [*]
Phone: [*]

(b) The Paying Office makes all payments under the contract.

(c) *(DFAS Charleston only)* For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[*] -- to be completed at contract award

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with [] copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- _____ a separate invoice for each activity designated to receive the supplies or services.
☒ a consolidated invoice covering all shipments delivered under an individual order.
 _____ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-24	Limitation Of Government Liability	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.229-4	Federal, State, And Local Taxes (State and Local Adjustmentst)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003

52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2006
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Options shall be exercised within 18 months from the award of the contract, if needed. Delivery of the additional items will be 90 days after the option has been exercised.

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

None

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7017	Prohibition On Award To Companies Owned By The People's Republic Of China	MAR 1999
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.252-5	Authorized Deviations In Provisions	APR 1984
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Commander, Naval Surface Warfare Center, Dahlgren Division, Attn: Code XDC1, 17320 Dahlgren Road, Dahlgren, VA 22448-5100.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acq-ref.navy.mil
www.arnet.gov/far

(End of provision)

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) [N/A], complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 15 pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical Proposal	1	1
Volume III, Cost or Price Proposal	1	1

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L31 COST PROPOSAL - SPECIFIC REQUIREMENTS - COMPLEX SUPPLIES/R&D ITEMS

The cost proposal must provide breakdowns for the following basic cost elements, as applicable:

(a) Purchased/Subcontracted Materials and Services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost proposal submissions. Submit the subcontractor cost or pricing data as part of your own cost or pricing data. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) All Other. Provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective

source in support of each subcontract, or purchase order. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

(b) Direct Labor. Provide both a per unit/per CLIN breakdown and a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

(c) Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Offerors shall list proposed indirect rates, DCAA recommended rates and actual rates (audited and unaudited). If rates are negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained. This section shall also include historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the contractor within the past three years and the basis for any changes to these rates.

(d) Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

(e) Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable)
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.

(10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

(f) Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit DD Form 1861 and Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by August 22, 2006.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

HQ L-2-0012 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational

requirements.

Section M - Evaluation Factors for Award

SECTION M

None